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1- OF 20

Page 1 of 20

Amos Cendali Jr

**US Address** 

**NUNC PRO TUNC** 

MAR 27 2008



Spring valley CA 91977

(619) 469-6045

1112 Portola Av

Attorney, Informa Paupers.

United States District Court

Southern District of California CASE NO. 07CV2323 (LABANLS)

AMOS CENDALI JR

**PLAINTIFF** 

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TREX ENTERPRISES CORP

DEFENDANT

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COMPLAINT, FILED 07 DEC 12 PM 12: 23 TRIAL BY JURY DEMAND HONORABLE, JUDGE LARRY A BURNS COURTROOM 9, 2ND FLOOR.

secound ameded complain **VIOLATION U.S.C 42 12101 VII** 

TITLE, RIGHT TO SUE FOR DISAVILITY DISCRIMINATION.

&

LONG TURM DISAVILITY INSURANCE CONTRACTUAL LEGAL OBLIGATION. **DEMAND \$250,000.00** 

PROPOSED, SECOND AMENDED ORDER.

DATE, 3-24-2008

REQUEST MOTION HEARING

1	PROPOSAL ORDER		
2		<b> </b>	4
3	Honorable Judge Larry Alan Burns, thank you for the time to go thru this secound	amenam	ient
4	pleading,		
5			.1 6.:
6	Amos Cendeali Jr, Recommendations, Proposal & Request the Southern Distric	t Court,	tne 10.
7			
8	- Schedule The Specifics & Discovery the Trial by Jury, Date.		
9	- Schedule Readiness Confreance Date		
10	- Schedule Exchainge of Experts Date.		ţ
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12	TITLE 29 CHAPTER 18 SUBCHAPTER I SUBTITLE A 1001		
13	1001 Congression findings & decleration of policy		•
14			
15	TITLE 29 CHAPTER 18 SUBCHAPTER I SUBTITLE B PART 4 1109		•
16	1109. Liability for breach of fiduciary duty		5
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19	1132 Civil enforcement	•	
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Amos Cendali Jr

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Home address 1112 Portola rd Spring valley, ca 91977 (619) 469-6045 www.amosc69@vahoo.com

Company name Trex Enterprises Corp 10455 pacific center court San Diego, CA 92121-4339 (858) 646-5300

Amos Cendali Jr

Facility administrator and coordinator/general maintenance/safety tech II

On Thursday 11/20/03 I was covering Gilberto Carrillo for a few days in shipping and receiving. I was told by my boos Nick amicone Director of Human Recourses that it was urgent to get the furniture packet And on its way to Maui, I contracted and had aprubel for San Diego crating to build some crates for the cubicle walls and Office furniture and library Book Shelf's, and to help me, take the furniture Down from the 2<sup>nd</sup> floor and tacking it to, the south side of the building wear the (cvc) department is located, this is the area wear we had empty crates that San Diego crating had build for the office furniture that was going to Maui.

At around 3:30 PM. I moved some items sow we cut have, the finish crates in one side and the empty crates in another side, because the finisht crates had to be weight on a scale for proper shipping documentation, and the next day finish out the rest of the crates, I picket up a gray (3'x 2') industrial fuse box, and got stuck on the corner of the table next to the reactor, and fell on my left foot toe, I sat down for a few minutes the pain was indescribable, then I went to see if the guys where ready to pack up for the day, when they sow me limping seat what happened I told them what just happened One of them told me they sow me leaning over, but thinking I was resting, they moved all the crates in side the building. I went to get some Ice for the inflation and pain then closed the 2 Roll up Doors and went to see Veronica Luna, She is HR administrator Asst, and Injuries claim administer the person to report in case of an Injury, She was in Shipping and Receiving Department, I told Her I had injured My Toe, She Respondent by saying I Don't wan to Hear about it, Brett Perkins was next to me and just rays his eye bra use Sow I Went to the East side of the Building wear some old crates needed to trashed I cut them up But I dint finish the I was in to Much Pain I was sweating from the Task and the Pain I graved my tools and went to see my boss, left the tools in facility Room, then when to His office Vallet on the door and told him; had an accident and mining my toe and that

I need it to see a doctor and told him that I wood need the pair of Steel toe boots (he has rejected for the past month) in order for me to do my job because my toe was in pain.

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The first thing that came out of his Mouth was, Ho gave you permeation to hire this Morons To Help you take the furniture down stairs, Mr. amicone was told by me in the beginning when I Sheared the Project Plan He seat Do it, He new about the additional charge, included Seeing two of the workers Carrying the wall mount book case on to a rolling cart and Joked about it, (this book cases Weigh over 50 Lbs)

Early that day San Diego Crating office Dep, sent a fax to MR Amicone indicating they will be charging \$500.00 for moving the furniture down stairs, San Diego Crating sent 3 workers for the 2 Day Job and A good Job they did, MR Amicone told me He was not going to pay for that service and that it will come out from my Facility Dept.

But He had no problem Paying \$ 5,200.00 Dlls for (10 crates) Plus Shipping When this funding was approved by all three managers.

I mention the doctor assistance, he seat he needed to go and on our way out of the office I ask him Will you approve (sign) the petty cash receipt \$80.00 to perches steel toe boots

He seat NO.

I drive a Saturn stick shift pressing down the clutch feels like a hot needle inside my toe On my way out off the Building I felt sad, because the person I work for turn his back on me when I was injured, I wood never do that to anybody

One of my responsibilities and goes whit my nature is for the safety for my self and the people around me.

The next day Friday 11/21/03 my toe was in bad shape swollen black & purple walking was painful driving the car was tremendously irritating, I went to see the company's doctor, the receptionist told me is this job related I seat yes then I had to have paper work from the company stating this clam, sow I call Veronica Luna to get her approval for the examination, Veronica responded she needed to fill out the paper work and have my report first, but if I cud walk back to the company that wood be good, I told hear I AM hear And I am In pain, she seat hold on then about 4 mints she seat ok, I talk to the doctor tuck some x ray pictures and told me I had 11/2 Broken Boones on my toe, whit good rest they shot Heal in about 8 to 14 weeks if now complication occur.

I went to Trex Picket up the selected winning bidder for the coming project. I then went to shipping and receiving then went to see Veronica filled out the report went to see nick Amicone and told me today is your last day whit the company.

I Have work for MR Amicone for past 6 months half this time I Have Requested safety steel toe boots, for my co worker Gilberto Carrillo and my self first they are to expensive \$80.00 Dlls, then had Veronica locking for more lower Prize Boots, She never fallowed thru, went back over and over answer was no.

I talk to Allen Wolsky, the vice president administrative asst, and Sheered my concern the best answer I cut get, was MR Amicone is your boos, when I tried the vice precedent for a fue Minutes of hear time all I got was mauve, to purchasing talk to Vicky Jackson and Donny Wilder, I expressed the lack of support from MR Amicone

Mr. Amicone tock away my opportunity for growth and income, Based on successful training accomplishments, Facility Management, Business Writing, Electrical safety, laser safety, that was scheduled on 6/03 thru 12/03

Constantly not to use co workers for help.

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Department

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27 28 Amos Cendali jr

GRIEVANCE FORM

Amos Cendali Jr

Date 1/14/04

Facility's

Statement of grievance and aggrieved act(s)

In the Month of Nov 2003 I Requested New Steel toe boots for my co worker and my self Amicone set fine out how much, on my break I went to Sears in la Jolla I triad a pair they where whiter on the tip of the Boot I ask the lady for the prize they where \$80.00 a pear I mention if Trex steel had the account open she set yes but I needed Permeation for the purchase and credit card and to fill the purchase requisition I went back to work and stopped at the purchasing Dept, and ask

Vicky Jackson and Donny Wilder about sears account and VJ mention the Trouble they had with sears accounting Dept they recommended to get petty cash, sow I ask Jacky Jepson, for a Petty cash then went to see Amicone and told him the prize He Went what, Amicone told me to wait he was going to talk to an ex employee that work for him, that purchased boots much chipper, days went on then I went to see nick, I mentioned the boots Amicone told me Veronica Luna was Lucking for the boots, and then I sow Veronica at the reception and ask fine anything she told me no

Days later ask for the boots and I address the HAZ over the (CVC) Silicone Carbide Dept Amicone wood change the subject, other days wood just say no 11/20/03

Statement of efforts to resolve Grievance I talk to the company president and expressed about the Amicone Lucking in to the Prize for the Boots

I talk to the Company Vice President expressed about Mr Amicone working against me Not with me, when I tried to set an appt, the answer was Maybe

I know the facility compliance and in house Program and I did my part to get Amicone related to are Facility

I told Mr Amicone to set an appt with the Vice President Him Self and Me, Amicone set OK. It Never Happened

Just about all the Building personnel Know about this Issue.

In the beginning under Amicone wing Supervision I talk to the vice president about Amicone Refusing training Progression, the answer was his your Boos.

# Filed 04/08/2008 Page 6 Stado de California Departamento de Relaciones Industriales DIVISION DE COMPENSACIÓN AL TRABAJADOR

# EMPLOYEE'S CLAIM FOR

MODETERS COMPENSATION MENELING

in you are injured or become ill because of your job, you may be entitled to workers' compensation benefits.

Complete the "Employee" section and give the form to your employer. Keep the copy marked "Employee's Temporary Receipt" until you receive the dated copy from your employer four may call the Division of Wuckers' Compression at 1-800-736-7401 if you need help in filling out this form or in obtaining your benefits. An explanation of workers' compensation benefits is included on the back of this form.

You should also have received a pamphlet from your employer describing workers' compensation benefits and the providence in obtain them

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

# PETICION DEL FMPIFANO PARA SENETICICO TIF COMPENSACIÓN DEL FRADAJADOR

Si Ud. se ha lesionado o se ha enfermado a causa de su trabajo, Ud. tiene derecho a recibir beneficios de compensación al trabajador.
Complete la sección "Empleado" y entregue la forma a su empleador. Quédese con la copia designada "Rectbo Temporal del Empleado" hasta que Ud. reciba la copia fechada de su empleador. Si 113 marcilla ayuda para connictar esta funna a nara cinenar un lamplatos, Ud. partichablar con la Division de Compensación al Trabajador llamundo al 1-800-736-7401. En la parte de atrás de esta forma se encuentra una explicación de los beneficios de compensación al trabajador.

Ud. también debería haber recibido de su empleador un folleto describiendo los beneficios de compansación al tralafador issionado y los procedimientos nara niconado.

Toda aquella persona que a propósito haga o cause que se produzca cualquier declaración o representación material falsa o fraudulenta con el fin de obtener o negar beneficios o pagos de compensación a trabajadores lesionados es culpable de un crimen mayor "foloría"

Employee:
Empleado:
1. Name. Nombre. Amas Courte Today's Date. Fecha de Hoy. 11/2/103
2. Home Address. Dirección Residencial. 1112 100 40 40 40
5. Univ. Crudod Spring Marine State Relation - Commission
4. Date of Injury Fecha de la legislatantil
4. Date of Injury. Fecha de la lesión (accidente). 1965/03 Time of Injury. Hora en que ocurrió. a.m. 330 p.m.
The state of the s
Describe injury and part of body affected. Describa la lesión y parte del cuerno ofestado
The state of the s
1. Model Scenarty Number. Numero de Securo Serial del Empleado de Security Number.
8. Signature of employee Firma del empleado.
T-jos
Employer—complete this section and give the employee a conv immediately as a receipt
Employer—complete this section and give the employee a conv immediately as a receipt
Employer—complete this section and give the employee a copy immediately as a receipt.  Empleador—complete esta sección y déle inmediatamente una copia al empleado como recibo.
Employer—complete this section and give the employee a copy immediately as a receipt.  Empleador—complete esta sección y déle inmediatamente una copia al empleado como recibo.
Employer—complete this section and give the employee a copy immediately as a receipt.  Empleador—complete esta sección y déle inmediatamente una copia al empleado como recibo.  Name of employer Novidue del empleador 1/0× [ 10   10   10   10   10   10   10   10
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Employer—complete this section and give the employee a copy immediately as a receipt.  Empleador—complete esta sección y déle inmediatamente una copia al empleado como recibo.  Name of employer Namine del empleador. 1000 (A 92121)  10. Address. Dirección. 10455 Pacific (en ten Court, San Diego, (A 92121)  11. Date employer first knew of injury. Fecha en que el empleador supo por primera vez de la lesión o accidente. 11/20/0.  12. Date claim form was provided to employee. Fecha en que se le entregó al empleado la petición. 11/21/2003  13. Date employer received claim form. Fecha en que el empleado devolvió la petición al empleador. 11/21/2003  14. Name and address of insurance carrier or edinating agosay. Nombre y un exción de la complanta de seguros o agencia adminis madora de seguros.
Employer—complete this section and give the employee a copy immediately as a receipt.  Empleador—complete esta sección y déle inmediatamente una copia al empleado como recibo.  9. Name of employer Nombre del empleador 1000 (2000) (20
Employer—complete this section and give the employee a copy immediately as a receipt.  Empleador—complete esta sección y déle inmediatamente una copia al empleado como recibo.  Name of employer Namine del empleador. 1000 (A 92121)  10. Address. Dirección. 10455 Pacific (en ten Court, San Diego, (A 92121)  11. Date employer first knew of injury. Fecha en que el empleador supo por primera vez de la lesión o accidente. 11/20/0.  12. Date claim form was provided to employee. Fecha en que se le entregó al empleado la petición. 11/21/2003  13. Date employer received claim form. Fecha en que el empleado devolvió la petición al empleador. 11/21/2003  14. Name and address of insurance carrier or edinating agosay. Nombre y un exción de la complanta de seguros o agencia adminis madora de seguros.

Employer: You are required to date this form and provide copies to your insurer or claims administrator and to the employee, dependent or representative who filed the claim within one working day of receipt of the form from the employee.

SECULIAR THIS PORM IS NOT AN ADMISSION OF LIABILITY

Empleador: Se requiere que Ud. feche esta forma y que provéa copias a su compañía de seguros, administrador de reclamos, o dependiente/representante de reclamos y al empleado que hayan presentado esta petición dentro del plazo de un día hábil desde el momento de haber sido recibida la forma del empleado.

EL FIRMAR ESTA FORMA NO SIGNIFICA ADMISION DE RESPONSABILIDAD

DWC Form 1 (REV. 1/94)

DWC Forma 1 (REV. 1/94)

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### TITLE 29 CHAPTER 18 SUBCHAPTER I SUBTITLE A 1001

(b) Protection of interstate commerce & beneficiaries by requiring setting

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# 1001 Congression findings & decleration of policy

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(a) Benefit plans as affecting interstate commerce and the Federal taxing power, etc.

It is hereby declare to be the policy of this chapter to protect interstate commerce & the interes

of participants in employee benefit plans and their beneficiaries, by requiring the disclosure an

reporting to participants & beneficiaries of financial & othere information with respect thereto

by establishing standarts of cunduct, responsibility, & obligation for fiducuaries of employee

benefit plans, & by providing for appropriate remedies, & ready acces to the Federal courts.

(a) Any person who is a fiduciary with respect to a plan who breaches any of the responsibilities

obligations, dutys imposed upon fiduciaries shall be liable to make good, to such plan any losses

to the plan resulting from each such breach, and to restore to such plan & shall be subject to su

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disclosure & reporting standarts of conduct, etc, for fiduciaries.

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# TITLE 29 CHAPTER 18 SUBCHAPTER I SUBTITLE B PART 4 1109

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# TITLE 29 CHAPTER 18 SUBCHAPTER SUBTITLE B PART 5 1132

a fiduciary may also be removed for a violation of section 1111 of this title.

othere remedial relief as the court may deem appropriate.

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# 1132 Civil enforcement

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(a) Person empowered to bring a civil action

1109. Liability for breach of fiduciary duty

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(e) Jurisdiction

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(1) the district court of the United States shall have exclusive jurisdiction of civil actions under this chapter broad by a participant or fiduciary.

(2) where an action under this subchapter is broght in a district court of the United States it may ne broad in the district where the plan is administered where the bre

took place, where defendant resides or may be found & process may be served.

8 · OF 20

# TREX = ENTERPRISES

November 21, 2003

Amos A. Cendali 1112 Portola Avenue Spring Valley, CA 91977

#### **Dear Amos:**

It is with regret that is has become necessary to terminate your employment as of November 21, 2003. The information below outlines the status of your pay and benefits program, which are based on your length of service with the company.

Payroll Status: Your last day of work at Trex Enterprises Corporation is today, November 21, 2003. You will receive a lump sum payment for PTO accrued (27.73 hours) through November 21, 2003. There will be no further PTO accrual beyond your last day worked.

You will not be eligible to receive severance pay in accordance with the Company's severance pay policy, due to willful breach of duty.

Medical, Dental, and Vision Insurance: Coverage continues through November 30, 2003. Beginning December 1, 2003, you have an option to continue your medical, dental, and vision coverage through COBRA for a period of 18 months, provided you pay the monthly premiums. Information and rates regarding COBRA coverage will be sent to you in a separate.

Life and AD & D Insurance: Coverage will cease at midnight on November 21, 2003. A conversion option for your basic life insurance is available through UNUM. If you are interested in this option, please contact Veronica Luna for the proper forms.

Long-Term and Short-Term Disability Insurance coverage's cease at midnight on November 21, 2003. A conversion option is not available.

Trex 401(k) Savings Plan: If you are enrolled in the Trex Enterprises 401(k) Savings Plan, you have the options of continuing to maintain your account with Fidelity, however, if you would like to terminate your account, please contact Fidelity at 1-800-835-5097. Distribution will occur approximately 7-10 business days after your request for Distribution or Deferral of your account to Fidelity.

Company Property: All company property such as: company badge, keys to office and building, credit cards, cellular phone, computer equipment and related software, books, files, etc. must be returned to me today.

Initial(s) AQ

Amos A. Cendall November 21, 2003 Page 2 of 2

You agree that you will continue to comply with the provisions of the Business Conduct Policy, a copy of which you previously received and the Company Information and Invention Agreement, which you previously signed.

Please let me know if you have any questions at all in this regard.

Sincerely,

Acknowledged and Agreed,

**Director of Human Resources** 

Amos A. Cendali

Date

Initial(s)

10· OF 20

The Complaint with the EEOC within 300 of the alleged discrimination, is filed whit the agency Title VII requires you to file your complaint with the DEFH before allowing you to lodge your Title ' complaint. However, the EEOC and DEFII have a joint filing agreement so a complaint filed with one agency is automatically filed with the other as well.

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American with Disabilities Act of 1990

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The American with Disabilities Act of 1990 (ADA) (42. U.S.C. 12101 et seq) is a comprehensive federal statre aimed at eliminating discrimination against disabled person in employment The ADA prohibits employment discrimination against a qualified with a disability because of that disability in job compensation and other terms & conditions of employment An individual with a disability is one who has a physical imparment. A qualified individual with a disability is one who, with or without reasonable accommodation, can perform the essential functi of the job. Employers are required to provide reasonable accommodation for known limitation of quilified

individual with a disability, unless to do so would impose an undue hardship on the busness.

under Title VII, which, as discussed above, must begin with filing a complaint with the EEOC.

the procedures & remedys to redress ADA employment discrimination violations are those provider

Investigative Agency, The Department of Employment Fair & Housing.

Notification Right to Sue Letter

11. OF 20

III. PLEADINGS & MOTIONS RULE 9.

RULE 9. PLEADING SPECIAL MATTERS

STATE OF CALIFORNIA - State and Consumer Services Agency

ARNOLD SCHWARZENEGGER, GOVERN

### DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

1350 Front Street, Suite 3005, San Diego, CA 92101 (619) 645-2681 TTY (800) 700-2320 Fax (619) 645-2683 www.dfeh.ca.gov



March 11, 2005

AMOS AMITO CENDALI 1112 PORTOLA AVENUE SPRING VALLEY, CA 91977

RE:

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CENDALITREX ENTERPRISES CORP.

#### Dear AMOS AMITO CENDALI:

Your complaint of discrimination (identified above) is on file with our office. According to the Fair Employment and Housing Act, the Department of Fair Employment and Housing (DFEH) must notify you of your right to request a right-to-sue notice which will authorize you to file a private lawsuit in a California Justice, Municipal or Superior Court on your own behalf. This letter is your notification of your right to request that notice.

No action is required by you unless you decide to request a right-to-sue notice. If you choose to exercise this option you must:

- 1) notify DFEH in writing of your intent; and
- 2) provide your own legal counsel; and
- 3) file your lawsuit within one year from receipt of the right-to-sue notice.

If you do request a right-to-sue, DFEH will discontinue its investigation and close your complaint. If you do not request a right-to-sue, DFEH will continue to process your complaint. A right-to-sue notice will then be issued upon conclusion of our investigation, or one year after your complaint was filed, whichever comes first.

If you do not wish to request a right-to-sue notice, you need not respond to this letter.

Sincerely,

Belinda De La Cuez

Belinda DeLa Cruz
District Administrator

12. OF 20

III. Pleading & Motion Rule 8.

Rule 8. General Rules of Pleading

(a) Claims for Relief.

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# **CERTIFICATE OF COVERAGE**

Life insurance Company of America (referred to as UNUM) welcomes you as a

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

written your certificate of coverage in plain English. However, a few terms and provisions are written as required by insurance law. If you have any questions about any of the terms and provisions, please consult UNUM's claims paying office.

the terms and provisions of the certificate of coverage (issued to you) are different from the policy (issued to the policyholder), the policy will govern. Your coverage may be cancelled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the policy, UNUM has discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Policyholder's address.

## UNUM Life Insurance Company of America 2211 Congress Street Portland, Maine 04122

(2) A short & plain statement of the claim showing that the pleader is entitled to relief and

Unum Life Ins of America & LTD Policy No.552549-011

Unum Life Insurance of America, LTD & Life & AD&D Income Protection Insurance Hi<sub>\(\bar{4}\)</sub>
Actual earnings Pay Roll Statement, Per End 11-15-2003 & Pay Date 11-21-2003

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# Trex Enterprises Corporation

# Your Group Long Term Disability Policy

Pulicy No. 552549.011

Underwritten by Unum Life Insurance Company of America

10-2000 M8

OEP1 CK VCHR:NO 100493 101660

TREX ENTERPRISES CORPORATION 10455 PACIFIC CENTER COURT SAN DIEGO, CA 92121-4339 (858) 646-5300

**Taxable Marital Status: Single** Exemptions/Allowances: Federal: 3.Tax Blocked State:

Social Security Tax

#### Social Security Number: 551-96-6351

Earnings	rate	hours	this	period	year	to date
Regular	14.4200	68.00	- ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° °	80.56	23,	784.72
Vacation	14.4200	10.00	1	44.20	2,	163.88
Overtime					2,	349.08
Bonus		7.50			1.	000.00
Double Time						403.76
Holiday					100	854.72
Retro						294.30
	Gross Pay	,	51,1	24:76	30.	850.46
Deductions	Statutory	;* *. *. **		and the same of th		garegen i.e

Medicare Tax -16.32 CA State Income Tax -21.65 CA SUI/SDI) Tax -10.12 Other-Check -1.006.91 Advance **Garnishment** Net Pay \$0,00

-69.76

Your federal taxable wages this period are \$1,124.76

# Earnings Statement

Period Ending: Pay Date:

11/15/2003 11/21/2003

AMOS CENDALI

1112 PORTOLA AVENUE SPRINGVALLEY, CA 91977

Other Benefits and	a pagging na sa a a a a a a a a a a a a a a a a a
Information this period	total to date
Gtl 0.36	8.04
401K Wages Mtd 1,124.76	
401K Wages Ytd 1,124.76	30,850.46
Vacation.	-14.58

1,913.23

447.45

820.42

277.65

135.23

474.82

TREX ENTERPRISES CORPORATION 10455 PACIFIC CENTER COURT SAN DIEGO, CA 92121-4339, (858) 646-5300

Deposited to the account of is is not

AMOS CENDALI

Advice number:

00000470065 11/21/2003

4904343508

transit ABA 3222 7162

amount \$1,006.91

VOID AFTER 180 DAYS

NON-NEGOTIABLE

# ERISA SUMMARY PLAN DESCRIPTION

Name of Plan.

Trex Enterprises Corp.

6

3

4

5

Policy Number.

8 552549 011

9

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11

Participants Included

Refer to Eligable Groups under each plan.

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16

17

Name & Address of Employer

Trex Enterprises Corp

10455 Pacific Center Court

San Diego, California

92121-4339

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Contributions

Refer to Who Pays For Your Coverage under each plan.

21

23

24

20

Plan Identification Number

a. Employer I.R.S. Identification No. 33-0913574

b. Plan No. 505

25

26

Plan Year Ends

27 December 31

28

	10 01 20
1	Plan Administrator, Name
2	Address, and Telephone Number
3	Trex Enterprises Corp
4	10455 Pacific Center Cour
5	San Diego, California
6	92121-4339
7	(858) 646-5459
8	
9	Agent for Service of
0	Legal Process on the Plan.
1	Trex Enterprises Corp
12	10455 Pacific Center Cour
13	San Diego, California
14	92121-4339
15	
16	TYPE OF ADMINISTRATION
17	Insurance Administration
18	
19	AMENDING THE EMPLOYER ERISA PLAN
20	The ERISA plan may be chainged in whole or in part by the Employer company
21	Such chainges must be in writing & endorsed on or attached to the ERISA plan.
22	
23	
24	
25	ERISA-1 (8-1-2000)
26	
27	(NOTE) This is Trex Enterprises Corp, Liability for breach of fiduciary duty
28	

(3) a demand for the relief the sought, whitch may include relief in the alternative or different types of relief.



# Long Term Disability Income Protection Insurance Highlights

# Trex Enterprises Corporation

Please read carefully the following description of your Unum Long Term Disability Income Protection insurance plan.

Eligiblity

You are eligible for LTD coverage if you are an active employee in the United States working a minimum of 30 hours per week.

Elimination Period

The Elimination Period is the length of time of continuous disability which must be satisfied before you are eligible to receive benefits.

LTD benefits would begin after 180 consecutive days of disability, at described in the definition below.

Benefit Amount

Monthly LTD Benefit:

60% of your basic monthly

To a maximum of \$10,000

Your LTD Bonefits may be reduced by the amount of other income replacement benefits you receive for the same disability, such as benefits from Social Security, Workers' Compensation, etc.

Benefit Duration

Your duration of benefits is based on your age when the disability occurs. Your LTD benefits are payable for the period during which you continue to meet the definition of disability up to age 65 but not less than 5 years. If your disability occurs at or after age 61, benefits would be paid for a reduced period of time.

Definition of Disability

You would be considered disabled and eligible for benefits if because of sickness or injury.

- you are limited from performing the material and substantial duties of your regular occupation; and
- have a 20% or more loss in indexed monthly earnings due to the same sickness or injury.

You will continue to receive benefits if

- after bunefits have been paid for 24 months, you are working in any
  occupation and continue to have a 20% or more loss in indexed monthly
  earnings due to your sickness or injury; or
- are not working and, due to the same sickness or injury, are unable to perform the duties of any gainful occupation for which you are reasonably fitted by education, training or experience.

-1	(3) a demand for the relief the sought, whitch may include relief in the alternative or different
2	types of relief.
3	
4	Mr Amos Cendali Jr has included & Request whit this 2 Amended Pleading the following
5	. Breack Down transaction document shude specificly include the following
6	Title of Unum Life Ins of America & LTD Policy No.552549-011 & DOI: 11-20-2003
7	Vocational Benefit Included in the LTD Policy, in an orderly liquidation \$250,000.00
8	Request, Refrence Letter of Employment from Trex Enterprises Corp.
9	
10	Unum Policy, What Information is needed as Proof of your Claim.
11	Your proof of Claim, provided at your expense, must show:
12	· that your are under the regular care of a Doctor.
13	- the appropriate documentation of your monthly earnings.
14	the date your disability began.
15	- the couse of your disability.
16	- the extent of your disability, including restrictions & limitations preventing you from
17	performing your regular occupation &
18	· the name & address of any hospital or institution where you received treatment, including
19	· attending doctors.
20	
21	I. US Health Works Medical Group, Med Report Diagnoses Includes ICD-9 Code 928.3
22	Dated 11-21-2003 X Ray No. (25496) Dated 11-21-2003
23	
24	II. St Paul Insurance PD Initial base Check stube WC Claim DOI:11-20-2003
25	
26	III. AME Byron F. King, MD. Medical Report (ML 104-94-97) DOS: 10-4-2005
	11

Intitles Amos Cendali Jr, to recover for each offence for the actual damages and any

a maximum of three times the amount of actual damages but in no case less that

19 OF 20

VI. TRIALS Rule 38

Rule 38. Right to a Jury Demand

one thousand dollars (\$1,000),

3

Private right to sue, 42. U.S.C. 12101.

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amounts as may be determined by jury, or the court sitting without a jury, up to

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Amos Cendali Jr

I Certify, that chainges have been made & aditional Information is included & I declare under penalty of perjury under the law of the state of california that the forgoing is thru & correct

Amos Cendali Jr, recerve the right to make future chainges as appropiate

Executed on 3-27-2008 at San Diego, California.

-	
1	PROOF OF SERVICE
2	DATE 3-28-2008 PLACE, State of California
3	
4	SERVED
5	US. District Court, Southern District of California, Office of the Clerk
6	880 Front Street, Suite 4290, San Diego, CA 92101, (619) 557-5600
7	SERVED ON (PRINT NAME)
8	
9	By Hand Delivery.
0	MANNER OF SERVICE
11	
12	Amos Cendali jr Plaintiff
_	SERVED BY (PRINT NAME) TITLE
13	
14	
15	DECLERATION OF SERVER
16	I declare that additional information is included & under penalty of perjury under
17	the laws of the United States of America that the forgoing information contained
18	in the Proof of Service is true and correct
19	Amos Cendali Jr, recerve the right to make future chainges as appropiate
20	
21	Executed on 3-28-2008 Amos Cendel 16
22	DATE SIGNATURE OF SERVER
23	
24	1112 Portola Av. Spring Valley CA 91977, (619) 469-6045
25	US MAILING ADDRESS OF SERVER.
26	
27	